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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,645	10/16/2001	Peter Melchior	4535/24	7543
23838	7590	08/03/2007		
KENYON & KENYON LLP 1500 K STREET N.W. SUITE 700 WASHINGTON, DC 20005			EXAMINER DASS, HARISH T	
			ART UNIT 3693	PAPER NUMBER
			MAIL DATE 08/03/2007	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/981,645	Applicant(s) MELCHIOR ET AL.	
	Examiner Harish T. Dass	Art Unit 3693	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 20 April 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 3-20 and 36 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 3-20 and 36 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date <u>8/26/02</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Status of claims:

Claims 1-2, 21-35 and 37 are canceled.

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 3-20 and 36 are rejected under 35 U.S.C. 102(b) as being anticipated by Tozzoli et al. (hereinafter Tozzoli – US 5,717,989).

Re. Claims 3 and 36, Tozzoli discloses means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (purchase order) [col. 2 lines 1-3];

means for electronically providing an opportunity for the seller to obtain financing in relation to the one or more goods or services [L/C – col. 1 lines 24-35];

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement [col. 13 lines 1-23];

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (BOL) [col. 16 lines 18-25];

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (insurance certificate)[col. 1 lines 5-57]; and means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement [claim 1].

Re. Claim 4, Tozzoli discloses wherein the financing is to be utilized by the seller in producing one or more goods or services in accordance with the purchase order agreement [claim 12].

Re. Claims 5-6, Tozzoli discloses wherein the financing comprises a loan provided to the seller by a lender, wherein the lender is a financial institution [col. 5 lines 35-46].

Re. Claims 7-17, Tozzoli discloses wherein the financing is provided by a lending institution, and wherein the means for electronically providing an opportunity for the seller to obtain financing in relation to the one or more goods or services comprises means for allowing the seller, through the system to choose the lending institution from whom the seller is requesting the financing (see entire document particularly col. 1 line

1 to col. 4 line 63), wherein allowing the seller to choose the lending institution through the system provides at least one of a customer source and a sales channel to the lending institution (bank), wherein the loan is provided to the seller at least in part in return for the seller assigning to the lender at least a portion of the seller's entitlement to payment (insurance is to cover lender's losses as well as others) from the buyer in connection with the purchase order agreement, wherein the lender becomes a party to a transaction associated with the purchase order agreement, and wherein the lender becomes entitled to at least a portion of payment (portion of insurance to cover loss) by the buyer in relation to the purchase order agreement, comprising means to allow the lender to access a first set of information through the system and relating to the transaction, wherein the first set of information is limited to information that is pertinent to the lender's involvement in the transaction, means for allowing the lender access through the system to information through the system relating to at least one of the buyer's credit qualifications and the buyer's credit exposure (credit limit – col. 5 lines 61-62), allow the lender access through the system to information relating to a cumulative amount (all transactions col. 5 lines 60-67) of credit exposure by the buyer to the seller based upon all transactions between the buyer and the seller for which the system stores information, wherein the lender is entitled to at least a portion of any cargo insurance proceeds that may issue in relation to the transaction, wherein the lender is entitled to at least a portion of any buyer credit assurance proceeds that may issue in relation to the transaction, wherein the seller's obtaining the loan is contingent upon at least one of the seller's satisfying all of the seller's obligations (shipment; BOL) as

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defined by the purchase order agreement and the buyer's waiving any rights to avoid any payments associated with the purchase order agreement due to the seller's failure to fulfill the seller's obligations as defined by the purchase order agreement (col. 1 line 1 to col. 4 line 63).

Re. Claims 18-20, Tozzoli discloses evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement, wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement, wherein the means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically evaluating whether the seller has complied with at least a portion of the seller's obligations (shipping, BOL) as defined by the purchase order agreement, and wherein means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to

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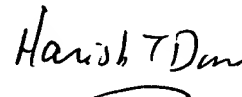
have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement [col. 1 line 1 to col. 4 line 32].

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Harish T. Dass whose telephone number is 571-272-6793. The examiner can normally be reached on 8:00 AM to 4:50 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James A. Kramer can be reached on 571-272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Harish T Dass
Examiner
Art Unit 3693



7/20/07